

tionable; but it appears that when a man has passed three years in State

were approaching trial is looked forward to with
 at interest by the Manhattan district, and the report
 is no doubt, in equally exciting as the recent one
 which Louis Fowler, who was reported in the
 Herald at the time.

THE COURTS.

Important Question of Jurisdiction—A Court- sitting Case—The Proposed Sale of St. Ann's Church—A Writ of Habeas Corpus Case.

UNITED STATES CIRCUIT COURT.

An Important Question of Jurisdiction. Before Judge Woodruff.

A few months since Alexis Nicholas, an alleged
 notorious counterfeiter, was tried and convicted in
 district before Judge Benedict, of the Eastern
 district, who, at the time of the trial and conviction,
 was sitting in the Southern district. To try cases
 in the criminal calendar. Joel B. Eckardt, counsel
 for Nicholas, made application to Judge Woodruff
 for the discharge of Nicholas on habeas corpus, on
 ground that the trial and conviction were ille-
 gal, because the law creating the new circuit
 court judges, district judges were confined
 to their respective districts, and could not legally
 sit in any other than their own districts.
 It seems that the law passed prior to the enact-
 ment creating the new Circuit Court judges it was
 "deputably" the right of district court judges
 to sit, as occasion might arise, in a district other
 than their own. The new law does not, in expres-
 sion, prohibit this right, but recites that the per-
 sons who may hold court, in the several districts
 composing a circuit are the Circuit Judge and the
 district Court judges in their respective districts.
 It is contended by Nicholas that the new Judge
 Woodruff decided that this provision of the new
 law does not repeal the provision of the old law, as
 made it recites, who may sit in the several districts,
 and sit in any other than their own districts. Judge
 Woodruff sitting in districts other than their own, and
 it is contended that this provision of the new law
 is not only not repulsive to the proper dispatch of
 business, but absolutely necessary in many cases to
 the economy of justice. The charge was made.
 The motion was denied.

A Counterfeiter (a case).

Charles H. Smith, a "sub"-deputy sheriff, charged
 with the arrest of a counterfeiter, Commissioner Osborn,
 in passing a counterfeit ten dollar note upon
 a, with intent to defraud. The note was one of
 several paid to Smith to satisfy an execution against
 Nicholas. The latter said he was not aware of the
 fact that the note was counterfeit. The charge was
 dismissed, for the reason, as he stated, that Nicholas
 previously passed two worthless checks upon
 a, and was not in the custody. The charge will be
 continued next Wednesday.

SUPREME COURT—CHAMBERS.

The Proposed Sale of St. Ann's Church, in Eighth Street.

Before Judge Ingraham.

In the *Matter of the Sale of Real Estate by the Trust-
 ees of St. Patrick's Cathedral, New York*.—An ap-
 plication was made through petition of the trustees
 for permission to sell St. Ann's church, in
 Eighth street. The petition sets forth that they as
 well as to erect a new church in East Twelfth street,
 and that A. T. Stewart has offered to buy the church
 property, with the ground, for the purpose of erecting
 a church, a parsonage and school house, stipulating
 to pay for the same \$75,000 cash and assume a mortgage
 of \$50,000 on the property.
 It is stated that the ground upon which the church
 is built is held by the trustees in fee simple, and
 that the ground upon which the parsonage is
 situated is held by the trustees in fee simple. The
 trustees have been leasing the ground since the
 year 1850, for the sum of \$1,000 per year, for twenty-one
 years. It also appears that the lease was held by
 the trustees for the sum of \$1,000 per year, for twenty-one
 years, in which, in December, 1853, was assigned to
 the trustees. The value of the church and lot
 placed at \$85,000, and the lease at \$40,000. The
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